

JPA File No.: JPA 05-112
AG Contract No.: KR06-0023TRN
Project: ALERT Weather System
Section: Various-Mohave County
TRACS No.: H6942 01C
Budget Source Item: Maint. Funds

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY

THIS AGREEMENT is entered into this date March 7, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MOHAVE COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

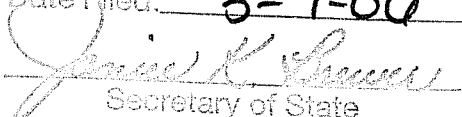
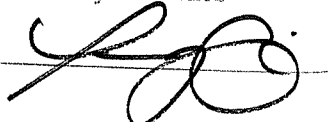
I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. Mohave County has installed a countywide weather monitoring system ("ALERT" System). A small investment will enable the State to be a part of their system. ADOT will be able to automatically page its maintenance personnel if adverse conditions occur, such as high stream flows, road icing or heavy rains. The State and the County are in mutual agreement that the State will reimburse the County for costs related to system installations in various locations by the County, hereinafter referred to as the "Project. The funds will not be used for any other purposes. Expenditures by the State can vary by FY, but not exceed a total of \$69,000.00 from FY 2006 through FY 2010.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 28057
Filed with the Secretary of State
Date Filed: 3-7-06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement and within thirty-days (30) after receipt of an invoice from the County, remit to County an amount not to exceed a total of \$69,000.00 during FY 2006 through FY 2010 for costs related to system installations.

2. The County shall:

a. Upon execution of this Agreement, invoice the State for an amount not to exceed a total of \$69,000.00 during FY 2006 through FY 2010 for costs related to system installations, and include a detailed listing of such equipment with each invoice.

b. Maintain all equipment purchased by the State utilized by this ALERT System at the County's sole expense.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements provided herein. This Agreement may be cancelled upon mutual agreement, if the proposed objectives outlined in the Agreement are not being met, with a thirty-day (30) written notice to either party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. The parties to this Agreement agree that each party shall be indemnified and held harmless by the other parties for the vicarious liability of each party as a result of entering into this Agreement. However, the parties further agree that each party shall be responsible for its own negligence.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
Phone (602) 712-7344
Fax (602) 712-7424

Mohave County
Mike Hendrix, Public Works Director
3675 Highway 66
Kingman, Arizona 86402
Phone 928-757-0910
Fax 928-757-0912

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MOHAVE COUNTY

STATE OF ARIZONA

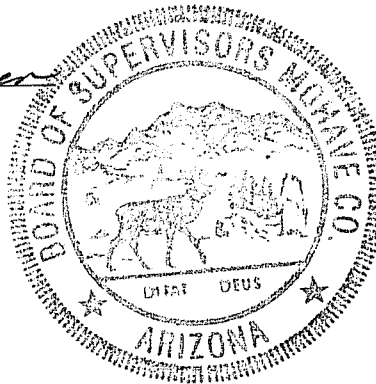
Department of Transportation

By *Tom Sockwell*
TOM SOCKWELL 2-6-06
Chairman, Board of Supervisors

By *Douglas A. Forstie*
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST

By *Barbara Bracken*
BARBARA BRACKEN
Clerk of the Board

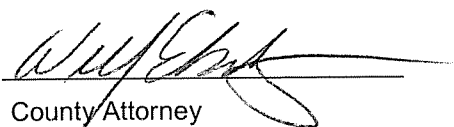


ATTORNEY APPROVAL FORM FOR MOHAVE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and MOHAVE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 27th day of Jan, 2006.


County Attorney

MOHAVE COUNTY BOARD of SUPERVISORS

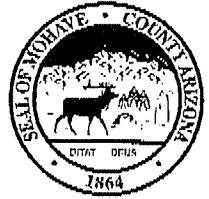
P.O. Box 7000

700 West Beale Street

Kingman, Arizona 86402-7000

Website - www.co.mohave.az.us

TDD - (928) 753-0726



District 1
Pete Byers
(928) 753-0722

District 2
Tom Sockwell
(928) 758-0713

District 3
Buster D. Johnson
(928) 453-0724

County Manager
Ron E. Walker
(928) 753-0729
FAX (928) 718-4957

Clerk of the Board
Barbara Bracken
(928) 753-0731
FAX (928) 753-0732

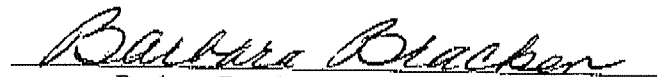
MOHAVE COUNTY BOARD OF SUPERVISORS 700 W. BEALE STREET, KINGMAN, ARIZONA FEBRUARY 15, 2006

MINUTE ORDER – 2006-01

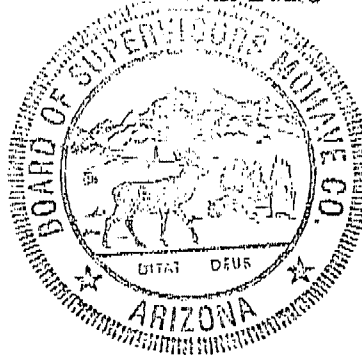
In the matter identified as Consent Item 62, at the February 6, 2006, Board of Supervisors Meeting, the following motion was recorded:


Motion was made by Supervisor Byers, seconded by Supervisor Johnson, and unanimously carried to approve entering into an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT), allowing ADOT to partner with Mohave County to help expand and utilize Mohave County's weather monitoring "ALERT" weather system; ADOT is participating with a not to exceed amount of \$69,000 through FY 2010.

MOHAVE COUNTY BOARD OF SUPERVISORS


Barbara Bracken, Clerk of the Board

Dated this 15th day of February, 2006



<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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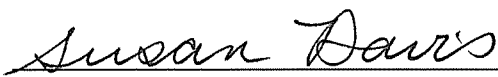
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0023TRN (**JPA 05-112**), an Agreement between public agencies, i.e., The State of Arizona and Mohave County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: February 22, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:948428
Attachment